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The Solicitors' Journal and Reporter.

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CURRENT TOPICS.

IN THE Vacation Court on Wednesday last Mr. Justice SWINFEN EADY had a substantial list before him. Thirty-five decrees nisi in divorce were made absolute, and, in addition to nine winding-up petitions, there were thirty-six opposed motions dealt with by his lordship. The learned judge is not in favour of indefinite adjournments. As he pointed out, causes in the vacation list are presumed to be of an urgent character. In the majority of cases where an adjournment was granted it was limited to a week, with an intimation that the court would then expect the matter to be disposed of.

WE COMMENCE printing this week the statutes of the past session. For some years legislative activity has been on the decline; and although the autumn may see further measures added to the statute book, the present Parliamentary output is small in bulk and uninteresting in quality. The Finance Act (2 Ed. 7, c. 7) contains in section 9 a useful amendment of the Stamp Act, 1891, and precludes the charging of *ad valorem* duties on conveyances or transfers of property made for effectuating the retirement of a trustee where no new trustee is appointed. The Cremation Act (c. 8) enables burial authorities to establish crematoria, and empowers the Home Secretary to make regulations as to maintenance and inspection, and for the purpose of prescribing in what cases and under what conditions the burning of human remains may take place. All local Acts are repealed from the date of such regulations coming into force. The commencement of the Act is fixed for the 1st of April, 1903. The British Museum Act (c. 12) confers power on the Museum trustees, with the consent of the Treasury, to remove to the new building to be erected at Hendon newspapers and other printed matter which appear to be rarely required for public use. The Labour Bureaux (London) Act (c. 13) empowers metropolitan borough councils to establish and maintain labour bureaux, and to pay the expenses out of the rates. The Musical (Summary Proceedings) Copyright Act (c. 15) is aimed at a grievance which has recently become notorious, and empowers a court of summary jurisdiction to seize pirated copies of music. This Act comes into force on the 1st of October next. The two most important Acts of the session are the Midwives Act (c. 17) which, save as otherwise provided, commences on the 1st of April, 1903, and which establishes a Central Midwives Board with power to issue certificates to midwives, and the Licensing Act (c. 28), which in Parts 1, 2, and 3 respectively amends the law as to drunkenness, and the licensing law, and provides for the registration of clubs which occupy premises habitually used for the purposes of a club, in which any intoxicating liquor is supplied to members or their guests. The Act, save as otherwise provided, comes into operation on the 1st of January, 1903.

THE LETTER from Mr. J. BROCKETT SORRELL, jun., which we printed last week (*ante*, p. 715), raises an interesting question as to the circumstances under which the court will relax the requirements of R. S. C., ord. 67, r. 2, with regard to service of documents. In the case to which he referred—*The Eastern Publishing Co. v. Brangwin*—it appears to have been held by the master, whose decision was affirmed by BUCKNELL, J., that documents are sufficiently served if sent by post. Such a decision, if not based on special circumstances, would amount to a repealing of the rule. Under rule 3 of the same order notices sent from any office of the Supreme Court

may be sent by post, and this rule is obviously intended to sanction a method of service different from that under rule 2—namely, leaving the document at the address for service. A correspondent, who states that he was present when the case came on, says that the person on whom the documents were served was present before the master and admitted that he had received them, and it may be inferred that this was the ground upon which the objection to the mode of service was dismissed. Practically this means that any party who has to serve a document may do so through the post, provided he takes the risk of its actually reaching the person for whom it is intended. The object of the service is thus secured, and the person served has no substantial cause of objection. Doubtless the result involves a somewhat free reading of the rule; but it is in accordance with the present tendency to make light of technicalities, and it is important to remember that technical objections to service—except where the liberty of the subject is at stake, as in motions to commit—cannot be safely taken.

A SOMEWHAT curious state of affairs in the Patent Office is revealed in a case before the Solicitor-General recently reported in the Patent Office Reports (19 R. P. C. 403). It appears that the right given by the Patents, &c., Act to oppose an application for a patent is sometimes resorted to by collusion with the applicant for the patent, for the purpose of hanging up the proceedings so as to ensure a longer interval before the patent is sealed, which gives the applicant an advantage in regard to his proceedings for obtaining patents in foreign countries. These bogus oppositions, of course, entail a great deal of unnecessary waste of time and expense in the Patent Office. The Solicitor-General in the case under notice stated, and properly stated, that he considered these oppositions a gross abuse of the proceedings in the Patent Office. It is unnecessary to recapitulate here the facts of this case; they will be found in the report of it; but upon those facts the Solicitor-General came to the conclusion that the entire matter was a sham, and stated that he would not allow himself to be a party to any proceedings of the kind. He then proceeded to give a strong warning to patent agents. He said: "I desire to say also that, in my opinion, it is improper for patent agents to lend themselves to the entry of bogus oppositions. Although the object with which they do it may be one entirely in the interests of their clients, and may be, in some respects, an object with which one may sympathize, still, that is not the purpose for which oppositions are to be entered; and, in the future, if I come to the conclusion in any case that there is reasonable ground for supposing that any chartered agent, or any agent who practices before the comptroller, has lent himself to the entering of an opposition which is not a genuine opposition, or is one made in collusion with the applicant for the patent, I shall certainly report the matter to the Board of Trade and let the Board of Trade take such steps, if any, as they may think proper under the circumstances." The Solicitor-General also said that in future when he was asked under section 12, sub-section 3 (a) of the Act, to extend the time for sealing a patent on the ground of an opposition, if there was the least suspicion that the opposition was not a genuine opposition, he should not make an order extending the time without satisfactory evidence that the proceedings were not collusive. We should imagine that these statements by the Solicitor-General will knock the system of bogus oppositions on the head.

THE CASE of *Davis v. Town Properties Investment Corporation* (reported elsewhere) is an interesting example of the effect of the restriction which is usually imported into an express covenant for quiet enjoyment. The covenant which, in the absence of an express covenant, is implied from the word "demise" is unrestricted as regards the persons against whose acts it protects the lessee. It does not, indeed, extend to tortious acts. For these the lessee has an independent remedy against the wrongdoer. But, provided the interruption is lawful, it is not necessary that it should be due to the acts of the lessor or persons claiming under him. Consequently it protects the lessee against the acts of a person claiming by title paramount. On the other hand, it has the disadvantage that it lasts only

during the estate of the lessor, and when that estate comes to an end, the implied covenant comes to an end as well: *Baynes v. Lloyd* (44 W. R. 328; 1895, 2 Q. B. 610). An express covenant, however, is restricted to the acts of the lessor and persons lawfully claiming under him, and in *Harrison, Ainslie, & Co. v. Muncester* (40 W. R. 102; 1891, 2 Q. B. 680), Lord ESHER, M.R., pointed out that this means "claiming under him the right to do the acts which caused the interruption." It follows that if the person whose acts are complained of does them, not as claiming under the lessor, but by virtue of an independent title, the acts are not within the covenant, and the lessee has no remedy. In *Davis v. Town Properties Investment Corporation* a lease had been granted by LEE to the plaintiff with the usual qualified covenant for quiet enjoyment. LEE sold the house, subject to the lease, to the defendants, who subsequently purchased from a stranger the adjoining house, and by pulling it down and erecting a loftier building they caused the plaintiff's chimney to smoke and materially interfered with his enjoyment of one of his rooms. How far this was an interruption which would be a breach of the covenant for quiet enjoyment might be a matter of discussion, but in any case the defendants had erected the adjacent new building, not as claiming under the original lessor to the plaintiff, but in exercise of their rights under the independent title which they had acquired. Hence, as BYRNE, J., held, the plaintiff had no remedy on the covenant.

AN INTERESTING communication appeared in the *Times* of the 16th inst. with respect to the working of the New Zealand Arbitration and Conciliation Act. This goes beyond the English Act of 1896, in that it provides for an Arbitration Court whose awards shall be binding alike on masters and workmen. The English Act enables boards of conciliation to be registered, and empowers the Board of Trade to assist in establishing them. It also empowers the Board of Trade to intervene in trade disputes to the extent of using its friendly offices to bring the parties together, and on the application of either party it may appoint a person to act as conciliator, or, on the application of both, it may appoint an arbitrator. In New Zealand it is easier to try social experiments than here, and under the Colonial Act disputes may be taken before a conciliation board or direct to the Arbitration Court. The *Times* correspondent points out that hitherto the law has worked with comparative smoothness, largely on account of the prosperous times which the country has experienced. The course of events has been in favour of the workmen, and the employers have, it is said, most loyally carried out the awards of the courts even when they have been against themselves. But recently matters have worn a less pleasant aspect and "the murmurings of discontent" which were heard when an award was given some months ago by the Arbitration Court against the Thames gold miners has now developed, according to the *Times* correspondent, "into a roar of violent denunciation." The court is composed of three persons—Mr. THEO. COOPER (described as one of the most able and conscientious of the Supreme Court judges) and representatives of the employers and of the labour unions—and apparently its decisions should command respect; but if the awards are in the future to turn in the direction of lower wages and longer hours, the system will be put to a severe trial. The English Act, which aims merely at conciliation, and does not pretend to force arbitration on either party, is safe, if somewhat ineffectual. The further development of the New Zealand system will be watched with interest.

SOME DIFFICULTY seems to attend a recent decision upon an application by an officer of the Society for the Prevention of Cruelty to Animals to Mr. FLOWDEN, the metropolitan police magistrate. The application was for a summons against a woman for cruelly ill-treating or torturing a cat. It was stated that she had put the cat into a pail of water and had kept it there for twenty-four hours, after which, finding that it was still alive, she had to take other steps to kill it. After the cat had been in the water for six or seven hours her attention was

drawn to the fact that it was still alive, when she replied, "Oh, it will be dead in the morning." The magistrate is reported to have said that the question was one of intention. The woman's object, evidently, was not to torture the cat, but to kill it. He should not, therefore, grant process unless the officer could satisfy him that her object was unnecessarily to torture the animal. The mere fact of wishing to kill it and not adopting the most judicious method was not sufficient cruelty. We cannot follow this reasoning. The question was no doubt one of intention, but assuming that the allegations of the informer were correct, facts existed from which an intention to illtreat the animal must be presumed. *Res ipsa loquitur*. The intention is not capable of positive proof, it can only be implied from facts and circumstances. The magistrate seems to have assumed that to kill an animal with unnecessary cruelty is not an offence within the Cruelty to Animals Act, 1849, but there is, to say the least, no authority for such an interpretation of the Act.

THE BANKRUPTCY (ADMINISTRATION ORDER) RULES, 1902.

THE above is the authorized citation for a new set of rules relating to administration orders made by county courts under the jurisdiction conferred upon them by section 122 of the Bankruptcy Act, 1883, by which power to make rules in order to carry into effect such orders is also given. This is the third set of rules relating to administration orders promulgated since the passing of the Bankruptcy Act, 1883. A comparison of the different orders shows that the rules have undergone a gradual process of evolution, and that the tendency has been to give more and more elasticity to the practice, though hardly a greater simplicity, since the rules and forms have grown greatly both in volume and complexity. The first set of rules were made on the 1st of December, 1883. These were superseded by the new order of the 21st of December, 1888, and these are in their turn now annulled and superseded by the rules under consideration.

The first point to notice about these rules is that they are, so far as practicable, retrospective, and will apply to all proceedings taken under administration orders or requests for orders in force or pending on the day on which they come into operation—that is, the 24th of October next. Having regard to some of the new rules, which will be more particularly noticed later, this is a very useful provision which was absent from the rules of 1888. The objections which so obviously apply to making a statute retrospective cannot apply to rules. The former generally affects rights, while the latter only affects machinery.

There are some features of the new rules which characterize them generally. There is to be found, for instance, a tendency to make it easier for the court in its discretion to temper the application of the law in relief of the debtor. For instance, by rule 6, at any time between the filing and the hearing of the request of the debtor for an administration order the court may stay proceedings on any execution, judgment summons, or order of commitment against the debtor in respect of any debt scheduled to the request. This prevents the debtor being harassed by other creditors pending the hearing by the court, and anything in the nature of a preference being obtained by them. It is analogous to the power of the Bankruptcy Court under section 10 (2) of the Bankruptcy Act, 1883, to stay at any time, after the presentation of a bankruptcy petition, any action or other proceeding against the property or person of the debtor. Again, rule 14 as amended enables the judge, if satisfied that a defaulting debtor has not had the means to pay, not only to direct that the administration order shall be deemed to have been suspended during the default, but also to make a new order for payment of the amount remaining due under the original order for payment by instalments. Such a power may obviously be desirable where by reason of fresh circumstances the debtor is obviously unable to comply with the original order. Also formerly under rule 17, where it appeared that the debtor was unable to pay any instalment by reason of illness or other unavoidable misfortune, the court had power to suspend the operation of the order for three months only. Now, by the

amended rule, the registrar may suspend the order till the next sitting of the court, and the judge may from time to time suspend the operation of the order for such time as he shall direct. That is, he has an unfettered discretion in the matter.

Perhaps, however, the most signal relaxation of the rules in the debtor's favour is to be found, not in the addition of any new rule, but in an omission of an old one. By rule 6 (7) of the rules of 1888, where a composition was offered, no administration order other than for payment in full could be made if a majority in number and value of the unsecured creditors who had no power to distrain objected. This provision is now entirely omitted, and the question of the amount of the composition is left altogether in the discretion of the court. The creditor has merely a right to object generally, on the hearing of the request, to the amount of the composition or the instalments which the debtor proposes to pay: see rules 5 and 7 (2). Another notable change is recognizable throughout the new rules—namely, that they confine to the judge the exercise of many of the wider discretionary powers conferred by the rules. Under the old rules in almost every case the expression "court" is used, which, in accordance with the interpretation of the County Courts Act, 1888, applicable to these rules (see rule 28), means the judge or registrar. In the new order the expression "court" is avoided, both in the old rules re-enacted and in the fresh rules incorporated with them, and the rule specifies in every case whether the judge or registrar is to administer it. Generally speaking, in all matters not purely formal and ministerial, and in all matters requiring the exercise of discretion, the judge is specifically designated as the person to make the order, or give the necessary direction or permission.

Although, as has been already noticed, the tendency of these rules is in some respects to mitigate the practice in favour of the debtor, yet it is found that in other respects the debtor is put in much the same position as a bankrupt. It will be remembered that, under sub-section 13 of section 112, when the amount received under the administration order was sufficient to pay each creditor scheduled the prescribed amount, the debtor was discharged from those debts. There was no application for a discharge and the disciplinary sections of the Bankruptcy Acts, 1883 and 1890, were consequently not applicable; except indirectly by the rule that the court had a discretion to refuse the request when it appeared that the conduct of the debtor had been such that, if he were applying for the sanction of a scheme under the Bankruptcy Act, the court might refuse its sanction. But now, by a new rule (rule 7 (7)), where any facts are proved, upon proof of which the court exercising jurisdiction in bankruptcy would be required either to refuse, suspend, or attach conditions to the debtor's discharge if he were adjudged bankrupt, the judge may refuse to make an administration order. This imports into the working of administration orders, but at the discretion of the judge, the penalizing sections of the Bankruptcy Act, 1890. But it is impossible not to foresee that the provision will probably be illusory, or at all events will work very unequally. In the first place the facts upon which the discretion is to be founded must be proved at the hearing of the request. Now, the only creditors who at the hearing will have an opportunity of bringing before the court these facts are the creditors who are scheduled by the debtor, and who have, therefore, received notice of the proceedings under rule 4. The debtor has therefore only to omit from the schedule creditors who are likely to prove hostile, and the administration order will be made.

It is true that there is a discretionary power conferred on the judge by rule 15 to rescind the order where the debtor has willfully omitted from the schedule the name of any creditor, when he becomes aware, either upon the application of the person appointed to enforce the order or otherwise, of such omission. But creditors themselves are not usually vindictive or likely, when an order has been made and half executed, to be anxious for its rescission merely in the interests of public policy. Such a provision is really in the interests of the community and of commercial morality rather than of the creditors, and where there is not, as in an ordinary bankruptcy, a vigilant public official like the official receiver to secure its enforcement, it is not likely to be very effective.

Moreover, it is not desirable that such a power should be discretionary. Judges are likely to take very different views of what circumstances make it incumbent upon them to exercise it in the debtor's favour, and the result will be a most undesirable inequality in the working of the provision. On the whole it scarcely seems worth while to introduce these refinements into the rough and ready administration of a debtor's affairs. The £50 limit is so small, and the speedy and cheap working of the order so much the most important object to be attained in such cases, that the exigencies of commercial morality might surely be ignored. Probably in practice they are and will continue to be.

A notable rule among the new rules is rule 13, which is designed to secure the more effective administration of the order when made. The old rule gave a discretion to the judge as to whether he should appoint some person to have the conduct of the order. Now the rule makes it obligatory. The judge *shall* appoint some person to have the conduct of the order. The rule, moreover, goes on to specify particular instances in which that person *must* apply to the court. These are for the issue of a judgment summons in case of default, for the suspension or modification of the order in case of the debtor's illness or other misfortune, and for the rescission of the order on the occurrence of anything which would give the court jurisdiction to rescind the order under rule 15. The result of the new rules will certainly tend to make the duties of the person appointed more responsible and onerous, a thing which is undesirable in the case of an office to which no remuneration is attached.

From the point of view of creditors particularly there are several points to notice. An addition to rule 3 (2) makes it obligatory on the debtor to include in his list of creditors secured creditors, with particulars and the estimated value of their securities. Full particulars are obviously desirable if the court is to be in a proper position to exercise its discretion as to the making of the order. Then the provision requiring the creditor to give notice of his intention to oppose the debtor's request is modified by enabling the judge to give leave to the creditor to oppose, although he has failed to comply with the rules as to giving notice.

Rules 22-26 are entirely new, and deal in some detail with the declaration and payment of dividends. The machinery of the County Court Rules as to payment out of court of money paid in under a judgment are resorted to as machinery for payment, and rather elaborate provision is made for payment of unclaimed dividends after five years to the Treasury, and their payment to the creditor, on application to the court, by the registrar, who is to be allowed them by the Treasury at his audit.

Taking the rules as a whole there is certainly a tendency to elaboration and to bring the practice into line with administration in bankruptcy. It is very questionable how far such a course is desirable. Administration orders, so long as they are treated as a rough and ready and cheap method of settling the affairs of small debtors, without recourse to the requirements of bankruptcy principles and practice, undoubtedly serve a useful purpose. If too much elaboration, not to say "red tape," is introduced there is a danger of their becoming not only unworkable, but even mischievous.

One amendment of the rules, however, may be accepted as excellent without any qualification. This is the provision by which the judge, either before the hearing of the request at the instance of the registrar (see the proviso to rule 4), or at the hearing (see rule 7 (9)), may, if he thinks that, owing to the fact that the debtor or the majority of the creditors reside or resides in the district of another court, and that it is inconvenient that the court should administer the estate, transfer the proceedings to the other court. The jurisdiction to make such transfer was given by sub-section 3 of section 122, and it is now provided for by the new rules above noticed.

Although attention is here drawn to the main features of the new rules, they are of sufficient importance and intricacy to deserve the detailed study of those whose lot it is, either officially to work them, or unofficially to have to resort to them.

CORRESPONDENCE.

REMUNERATION OF TRUSTEES FOR DEBENTURE HOLDERS.

[To the Editor of the Solicitors' Journal.]

Sir,—The case of *Re Accles (Limited)*, which is reported on p. 164 of the Weekly Notes of the 16th inst. has given me some trouble.

The report is correct in stating that on p. 81 of the third volume of Mr. Palmer's Company Precedents he apprehends that trustees have a lien on trust premises for the amount of their remuneration; but if the deed on which the question arises, and from which clauses 33 and 35 are extracted in the report in the Weekly Notes, be in Mr. Palmer's usual form, I do not think that the attention of the judge can have been called to the trust of the proceeds of sale under the trust for conversion, as Mr. Palmer's form, which will be found on p. 254 of the same edition, shows expressly that the trustees are, in case of the property being realized under the trust for conversion (the case in *Re Accles*), to have a charge on the proceeds for their remuneration.

I think before the report *Re Accles* can be accepted as satisfactory the profession ought to know whether the deed was in Mr. Palmer's form or not. The report on p. 165 of the same number of *Re Loveridge* seems also to have a mistake. The word "personalty," the last word of the report, should surely be "realty."

3, Abchurch-lane, E.C., Aug. 18.

E. T. HARGRAVES.

MINISTERIAL APPOINTMENTS.

[To the Editor of the Solicitors' Journal.]

Sir,—How does Mr. A. J. Balfour, M.P., take the additional office of Lord Privy Seal, an office of emolument under the Crown, without vacating his seat in Parliament?

Aug. 16.

SUBSCRIBER.

CASES OF LAST SITTINGS.

Court of Appeal.

"THE DOWLAIS," No. 1. 18th June.

SHIP—CHARTER-PARTY—FREIGHT EXERCISE OF CHARTERERS' OPTION—TIME TO EXERCISE OPTION.

Appeal brought by the owners of the steamship *Dowlais* from a decision of a Divisional Court of Admiralty, affirming the judgment of the Cardiff County Court, in an action which they had brought to recover from their charterers, Messrs. Budd & Co., a sum of £9 6s. 5d., an alleged balance of freight. The claim arose under a charter-party dated the 12th of January, 1900, by which it was agreed that the cargo should be delivered on being paid freight at the rate of 6s. 3d. per ton delivered, or intake weight, less 2 per cent., at charterers' option. The only question in the case was when the option so given was to be exercised by the defendants as charterers. It was agreed between the parties that the intake weight of the cargo was 1,272 tons, and that the weight delivered was 1,277 tons, and it was not disputed that when the freight was paid, and not before then, the charterers claimed to pay freight upon the intake weight less 2 per cent. Further, it was not suggested that the plaintiffs called upon the defendants to exercise their option before the time. It was contended by the plaintiff shipowners, however, that the option had to be declared before bulk was broken, and that as the defendants had not done so freight had to be paid on the greater—i.e., the delivery weight. The county court judge rejected that contention, expressing the opinion that if the plaintiffs had required the defendants to declare their option as soon as the cargo had been delivered, the defendants would have been bound to have done so; but the plaintiffs did not require this to be done, and therefore had waived their right to claim the exercise of the option by the defendants then. The option was given for the benefit only of the charterers, and it seemed to him that they could fully exercise that choice only when the cargo had been delivered and weighed. The action accordingly failed and judgment must be for the defendants. On appeal the President (Sir F. Jeune) and Barnes, J., affirmed the decision of the court below for the reasons above stated. The plaintiffs now further appealed.

THE COURT (COLLINS, M.R., and MATHEW and COZENS-HARDY, L.J.J.) dismissed the appeal, holding that as the shipowner had not insisted upon his lien for freight, the charterer was not bound to exercise the option until the time for payment of the freight had arrived.—COUNSEL, J. A. Hamilton, K.C., Montague Lush, K.C., and, Bailhache; H. H. Gregory. SOLICITORS, Botterell & Sons, for Vaughan & Roche, Cardiff; Williamson, Hill, & Co., for Inglis & Sons, Cardiff.

[Reported by HARRIS REID, Esq., Barrister-at-Law.]

High Court—Chancery Division.

DAVIS v. THE TOWN PROPERTIES INVESTMENT CORPORATION (LIM.). Byrne, J. 8th and 12th August.

LANDLORD AND TENANT—COVENANT FOR QUIET ENJOYMENT—ASSIGNEE OF REVERSION—ACTS OF ASSIGNEE UPON OTHER LAND SUBSEQUENTLY ACQUIRED—INTERFERENCE WITH ACCESS OF AIR.

In June, 1897, a lease was granted by Lee to the plaintiff of offices on

the ground floor of No. 119, Colmore-row, Birmingham, for a term of fourteen years from September, 1897, at a rent of £100 a year. The lease contained a covenant for quiet enjoyment. In September, 1898, the reversion of the property was assigned by the lessor to the defendant corporation. In 1900, the defendant corporation purchased from one Barber, who had no connection with Lee, a house next door to No. 119, Colmore-row, and proceeded to pull it down and to erect new buildings on the site of a much greater height than the old buildings. This caused the chimneys of No. 119, Colmore-row to smoke so as to materially interfere with the quiet enjoyment of one of the rooms. The covenant for quiet enjoyment in the lease by the lessor was that the lessee "should peaceably and quietly possess and enjoy the said offices during the said term without any eviction or disturbance by the lessor or any person lawfully or equitably claiming from or under him," and "the lessor" was to include his executors, administrators, and assigns, where the context allowed. The plaintiff brought this action for a declaration that the acts of the corporation constituted a breach of the covenant for quiet enjoyment, and for an injunction. It was argued by counsel for the plaintiff that the covenant was a personal one which attached to the assignees of the lessor and prevented them doing anything to disturb the lessee's quiet enjoyment, whether their acts were done upon the land which they claimed from the lessor or not, and whether acquired before or after the date of the lease.

BYRNE, J.—The rebuilding with the ensuing result would not afford a right of action against a stranger: *Bryant v. Lefever* (27 W. R. 612, L. R. 4 Q. B. D. 172). On the other hand, it is such a substantial interference with the enjoyment of the property demised as to constitute a breach of a covenant for quiet enjoyment if caused by the lessor or any person lawfully or equitably claiming from or under him within the meaning of the covenant in the lease. Section 11 of the Law of Property and Conveyancing Act, 1881, provides that the obligation of a covenant entered into by a lessor with reference to the subject-matter of the lease shall, if and so far as the lessor has power to bind the reversionary estate, be annexed to and go with it. The question is whether the defendants, who, although assignees of the reversion, have not done the acts complained of under colour of any title as such assignees, but in exercise of an independent right of property acquired *alunde*, and after the date of the original lease, are liable for breach of the covenant. No question of derogation from grant or estoppel arises. The effect of covenants for quiet enjoyment was discussed in *Harrison, Alais, & Co. v. Muncaster* (40 W. R. 102; 1891, 2 Q. B. 680, 684, 685), where Lord Esher, speaking of the following passage in the judgment of the court in *Sanderson v. Mayor of Berwick-on-Tweed* (33 W. R. 67, 13 Q. B. D. 551):—"And where the ordinary and lawful enjoyment of the demised land is substantially interfered with by the acts of the lessor or those lawfully claiming under him, the covenant appears to us to be broken," says: "I have no doubt that the proper meaning of these words is 'by the acts of the lessor, or of those claiming under him the right to do the acts which caused the interruption.'" The acts of the defendants here were in exercise of their rights under an independent title acquired subsequently to the covenant. I think the covenant must be construed having regard to the circumstances which existed at the date of the lease (see *Booth v. Alcock*, L. R. 8 Ch. 663), and consequently that the defendants are not liable. *David v. Sabin* (1893, 1 Ch. 523), relied on by the plaintiff, is not an authority to the contrary. Judgment for the defendants.—COUNSEL, *Norton, K.C.*, and *E. Clayton*; *Levett, K.C.*, and *Austen Cartmell*. SOLICITORS, *C. P. Eaton Taylor*; *F. A. K. Doyle*, for *S. T. Talbot*, Birmingham.

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

JACKSON v. COMMISSIONERS OF INLAND REVENUE. Phillimore, J. 18th June.

REVENUE—STAMPS—PAYMENT TO WIFE UNDER A SEPARATION DEED—"SEMI-PERIODICALLY PAYABLE"—WEEKLY PAYMENTS—STAMP ACT, 1891 (54 & 55 VICT. c. 39), s. 4, SCHEDULE I.

Special case stated by the Commissioners of Inland Revenue, heard before Phillimore, J., sitting for a Divisional Court. On the 14th of March, 1902, an instrument was presented on behalf of John Jackson, the appellant, to the Commissioners of Inland Revenue under the provisions of the 12th section of the Stamp Act, 1891, for the opinion of the commissioners as to the stamp duty with which the instrument was chargeable. The instrument in question was a deed of separation between the appellant and his wife, and contained the following clause (4): "The said John Jackson will and shall, during the joint lives of himself and the said Emma Jackson, if the said Emma Jackson shall continue to perform and observe the stipulations herein contained, and on her part to be performed and observed, pay to the said Emma Jackson the clear weekly sum of £1; and, in the event of the said Emma Jackson surviving the said John Jackson, and not having incurred a forfeiture of the said weekly sum in his lifetime, the same shall continue to be paid by the representatives of the said John Jackson during the remainder of the life of the said Emma Jackson . . . and the said Emma Jackson shall not have power during her coverture to anticipate the same." It was admitted by the appellant that the deed was liable under section 4 (a) of the Stamp Act, 1891, to two duties: (1) a duty of 10s. as a deed, and (2) an *ad valorem* duty by reference to the heading of charge in the first schedule to the Act of "bond, covenant, or instrument of any kind whatsoever." For the appellant it was contended that the *ad valorem* duty payable under this latter head was to be calculated on

the amount payable weekly—viz., £1; that clause 4 was "a covenant, being the only security for a sum or sums of money at stated periods," within the meaning of the words of the first schedule of the Stamp Act, 1891; and that the sum periodically payable was £1, and the duty thereon was 2s. 6d. The commissioners were of opinion that the instrument was, as to clause 4, the only security for an annuity for the term of life, or, at any rate, for an indefinite period; that the amount of the annuity was £52, and that duty was payable at the rate of 2s. 6d. for every £5 of the sum of £52. They accordingly assessed the duty at £1 7s. 6d., and they assessed a further duty of 10s. in respect of other matter contained in the deed. The appellant admitted the correctness of the assessment so far as it related to the duty of 10s., but required the commissioners to state a case with regard to the duty of £1 7s. 6d. The question for the court was whether the instrument was chargeable with the *ad valorem* duty of £1 7s. 6d., and, if not, with what *ad valorem* duty was it chargeable.

PHILLIMORE, J., held that the case was not distinguishable from that of *Clifford v. Inland Revenue Commissioners* (1896, 1 Q. B. 187), where it was laid down that the weekly payments made the period of the charge a weekly one, and that it was not an annuity or yearly sum payable by weekly instalments. Therefore his judgment must be for the appellant with costs, and the sum to be paid as *ad valorem* duty would be assessed at 2s. 6d.—COUNSEL, *J. A. Foote, K.C.*, and *Woodcock*; *Sir E. B. Finlay, A.G.*, and *S. A. T. Rowlatt*. SOLICITORS, *Brown & Ayton*; *Solicitor to Inland Revenue*.

[Reported by HESKINE REID, Esq., Barrister-at-Law.]

LEGAL NEWS.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

FRANCIS JOHN HUNT and THOMAS ALFRED CAPRON, solicitors (A. H. Hunt & Co.), Romford, Grays, and Ilford, Essex, and 17, St. Swithin's-lane, in the city of London, except as to the London practice. Aug. 14. The said Francis John Hunt will continue to carry on business at Romford and Ilford under the style of Hunt & Hunt, and the said Thomas Alfred Capron will continue to carry on business at Grays under the style of T. A. Capron & Co. The practice heretofore carried on at 17, St. Swithin's-lane will be continued at the same address by the said Francis John Hunt and Thomas Alfred Capron, in partnership, under the style of Hunt & Capron.

HENRY JAMES WIDDOWS and SAMUEL ARTHUR BANKS, solicitors (Widdows & Banks), Manchester and Leigh, Lancashire. Aug. 5.

[Gazette, Aug. 19.]

GENERAL.

Mr. Joseph Phillips, solicitor, of Stamford, died on the 18th inst., after a brief illness from pneumonia. Mr. Phillips, who was 78 years of age, was admitted a solicitor in 1846. He was clerk of the peace and also clerk of the county council for parts of Kesteven, Lincolnshire.

In consequence of the arrangement whereby London banks, including the Bank of England, will close on Saturdays in future at 1 o'clock p.m., the Board of Inland Revenue gives notice that the offices of the Accountant-General and of the Controller of Stamps and Registrar of Joint Stock Companies, at Somerset House, will be closed for the receipt of money on Saturdays in future at 1 o'clock p.m.

Once again (writes a correspondent of the *Daily News*) a scandalous delay of justice has been witnessed at the South-Western police-court owing to the inexplicable reluctance of the authorities to appoint more than one police magistrate to the court, although the business there has increased tenfold within the past five years. The presiding magistrate (Mr. E. W. Garrett) is at present on holiday, and his place has been occupied by different magistrates from other courts. On the 14th inst. some mistake arose in the arrangements that were formed, with the result that it was late in the afternoon before any magistrate could be summoned to deal with the congestion of cases awaiting settlement. Mr. Rose finally appeared at about four o'clock and proceeded to hear the charges.

The Dock, Wharf, Riverside, and General Workers' Union of Great Britain and Ireland have passed the following resolution: "That this executive of the Dock, Wharf, Riverside, and General Workers' Union records its sincerest condolence and regret on the decease of the late Judge French, who as an English judge typified all the best qualities of the upright judge, whose legal acumen, joined with a strict and just sense of equity, made him the stern defender of the maimed, the orphan, and the widow, where the law intended protection to workers. We believe him to have done more than any other judge to command the belief in and respect for the law among the toilers, who have too often grave grounds for believing that class prejudices taint even what should be honest and unimpeachable judgments. While the law has lost a great exponent, the poor, and justice itself, have lost a great friend." The resolution is signed for the executive by Mr. Ben Tillett.

In the City of London Court, says the *Times*, on the 14th inst., before Judge Lumley Smith, K.C., proceedings were brought by Mr. James Boyd, managing director of Keiller & Sons (Limited), 27, Mincing-lane, E.C.4, to recover the return of thirty guineas, which he had paid to the defendant, Mr. T. C. Hallamore, 159, Cannon-street, E.C.4, for the use of his first-floor window, from which to view the Coronation procession. Mr. Colam, plaintiff's counsel, said that when the contract was entered into a discussion took place as to the possibility of the procession not taking place. The plaintiff said surely the money would be returned if there was

no procession, as otherwise he would get nothing for his money. The defendant told the plaintiff he must rely on his generosity in the matter; but that did not satisfy the plaintiff, and then the defendant undertook to refund the thirty guineas if the procession did not take place. Since then the defendant had taken up quite a different attitude. There was no truth in the suggestion since made that the plaintiff agreed to rely on the defendant's generosity. The plaintiff and his son swore to the personal undertaking having been given by the defendant. The defendant denied that he promised to refund the money. Other people offered him £40 for the window with the stipulation that the money should be returned if the procession did not take place, but he declined the proposal, because he knew that he would have the plaintiff's money in any event. He was quite sure that he guaranteed the plaintiff nothing. Judge Lumley Smith said he accepted the plaintiff's view of the matter, corroborated as he was by his son. The money must be refunded. Judgment was given for the plaintiff for the sum claimed, with costs.

At Birmingham, on Wednesday, the 20th inst., says the *Times*, the first meeting of creditors took place of Robert Harding Milward and John Henry Milward, solicitors, carrying on business as Milward & Co. The gross liabilities were returned at £108,395 15s. 11d., of which £73,551 0s. 2d. was due to 149 unsecured creditors, and the remainder to secured and partly secured creditors, the amount of the claims expected to rank against the estate being £91,653 3s. 5d. The assets were set down at £64,590 2s. 11d., including £44,750 "contingent interest in various undertakings." Bad and doubtful debts to the amount of £48,494 9s. 4d. were estimated to produce £151 13s. 1d. The deficiency shown by the account was £27,063 0s. 6d. The deficiency account showed bad debts and other losses since the 1st of July, 1901, £74,433 0s. 6d., and goodwill written off £11,000. The cause of failure alleged by the debtors was "heavy losses caused partly by Mr. R. H. Milward's late partner, by whom he estimates he lost £40,000." The official receiver (Mr. Luke J. Sharp) reported that Mr. R. H. Milward had been in practice since 1861, and had acquired a high-class connection. During Mr. Milward's business career in Birmingham he had been joined in partnership by seven or eight other solicitors, none of whom introduced any capital, the arrangement being to pay them an annual salary not dependent upon the profits. The nature of the business and the high standing of the clients had enabled the firm to make considerable profits, but Mr. Milward stated that a large drain had been caused by the salaries paid to his partners and the very heavy sum paid in respect of premiums on life policies. Mr. R. H. Milward had been connected with several large estates as trustee, and estimated that in that position beneficiaries were creditors for about £15,000. He stated that he never received any of the moneys himself, but that they had been paid into the office and passed through the books. Mr. Milward positively stated that in no case had money been placed in his hands specially for investment, but funds had been left with him on deposit as a scrivener for which interest had been paid. He traced his present position to the conduct of his late partner, Mr. Thomas Spencer, who had entire management of the finances of the firm subject to the supervision of the late Mr. Houghton, chartered accountant. Mr. Spencer engaged in a series of investments which turned out most disastrously, and considerable liability was incurred through negligence. Mr. Milward estimated his loss at from £40,000 to £50,000. On the 8th inst., on the application of one of the principal creditors, Mr. R. H. Milward was struck off the roll of solicitors. Mr. Phillip Bates was appointed trustee to act with a committee of inspection.

WINDING UP NOTICES.

London Gazette.—FRIDAY, AUG. 15.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ALISON WHEEL AND TYRE WORKS, LIMITED.—Pete for winding up, presented July 31, directed to be heard Aug. 20. Ford & Co, 35, Bloomsbury sq., solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug. 19.

CYBER NAVIGATION COLLIERIES, LIMITED.—Pete for winding up, presented Aug. 11, directed to be heard Oct. 25. Common, Gray's Inn, for Walker, John at, Sunderland, solicitors for petitioners. Notice of appearing must reach the above-named not later than 10 o'clock in the forenoon of Sept. 29.

DART ELECTRICAL CONSTRUCTION CO., LIMITED.—Creditors are required, on or before Sept. 26, to send their names and addresses, and the particulars of their debts or claims, to George Prosser, 21, Goswold rd., Huddersfield. Slaughter & May, Austin Friars, solicitors for liquidator.

HARVEY, LIMITED.—Pete for winding up, presented Aug. 7, directed to be heard at Liverpool Sept. 12. Shakespeare & Co, 42, Castle st., Liverpool, solicitors for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Sept. 11.

HENRY WHITTON, LIMITED.—Creditors are required, on or before Sept. 15, to send their names and addresses, and particulars of their debts or claims, to Pinner & Co, 6, Bennett's hill, Birmingham, solicitors for the liquidator.

KERN BURNER CO., LIMITED.—Creditors are required, on or before Sept. 26, to send their names and addresses, and the particulars of their debts or claims, to W. Emsbury Few, 75, York st., Westminster. Slaughter & May, Austin Friars, solicitors for the liquidator.

LEAMINGTON COLLEGE, LIMITED.—Creditors are required, on or before Sept. 26, to send their names and addresses, and the particulars of their debts or claims, to James Frederick Burgess, 6, Clarence terr., Leamington Spa.

LIVERPOOL AIRPORT TRUSTEE SYNDICATE, LIMITED.—Creditors are required, on or before Sept. 26, to send their names and addresses, and the particulars of their debts or claims, to William Benjamin Lewis, 7, Sweeting st., Liverpool.

WILLIAMS COCKLE AND MOTORS MANUFACTURING CO., LIMITED.—Pete for winding up, presented Aug. 1, directed to be heard Oct. 6, at 10.30, at the Court House, Corporation st., Birmingham. Fellows & Cochrane, 16, Temple row, Birmingham, solicitors for petitioners. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Oct. 4.

London Gazette.—TUESDAY, AUG. 19.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ASHBURY RAILWAY CARRIAGE AND IRON CO., LIMITED (IN VOLUNTARY LIQUIDATION).—

Creditors are required, on or before Sept. 27, to send their names and addresses, and the particulars of their debts or claims, to Alfred Tongue, 80, King st., Manchester. Books & Co, Manchester, solicitors for the liquidator.

CENTRAL ANKORRA SYNDICATE, LIMITED.—Creditors are required, on or before Nov. 1, to send their names and addresses, and the particulars of their debts or claims, to Frederick Henry Firth, 249, Dushwood House, 9, New Broad st., Fakenham & Road, Nottingham, solicitors for the liquidator.

H. ROSEBAUM, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Sept. 26, to send their names and addresses, and the particulars of their debts or claims, to William Alfred Blad, 9, Old Jewry chambers.

JOSEPH TYLER SIMPSON & CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Oct. 4, to send their names and addresses, and the particulars of their debts or claims, to Tom Walton, 104, King st., Manchester.

JUNGLE SYNDICATE, LIMITED.—Pete for winding up, presented Aug. 13, directed to be heard Aug. 27. Beard, Craven st., Strand, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug. 26.

KNOWSBURY COLLIERY CO., LIMITED.—Creditors are required, on or before Oct. 1, to send their names and addresses to G. Francis, 13, Broad st., Ludlow.

LANSHIRE ENGRAVING CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Oct. 6, to send their names and addresses, and the particulars of their debts or claims, to William Arthur Weightman, 18, Water st., Liverpool. Weightman & Co, Liverpool, solicitors for the liquidator.

ROBERTS & CO (GLIMMER), LIMITED (COTTON MANUFACTURERS).—Creditors are required, on or before Sept. 30, to send their names and addresses, and the particulars of their debts or claims, to Frederick Augustus Hargreaves, 7, Grimshaw st., Burnley. Procter & Baldwin, Burnley, solicitors.

UNITED WINE AND SPIRIT ASSOCIATION, LIMITED.—Creditors are required, on or before Sept. 6, to send their names and addresses, and the particulars of their debts and claims, to Gerald Blewitt Manley, 23, Bucklersbury.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[ADVT.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, AUG. 15.

RANKES, PETER, Crescent grove, Clapham Common. Oct 24 Stanley v Blackie, Buckley, J Lightbody, 23, Abington st., Westminster.

WHITAKER & WOOLBERT, 13, Lincoln's Inn fields. Oct 24 Whitaker v Woolbert, Byrne, J. Clarke, 66, Gresham House, Old Broad st.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, AUG. 8.

ADAMS, ALFRED, Bath, Cab Proprietor. Sept 10 Stone & Co, Bath.

ALEXANDER MARY ANN, Hackney. Sept 11 Rawlinson, New Broad st.

BUDD, HENRY WALLER, Liscard, Merchant. Sept 11 Grace & Co, Liverpool.

CAPPER, WILLIAM COPELAND, Eastbourne. Sept 30 Ransden & Co, Leadenhall st.

CLARK, WILLIAM PHILIP, Tadworth, Surrey. Sept 15 Russell & Co, Norfolk st., Strand.

COLLINS, HERBERT EDWARD, Old Broad st. Sept 3 Milner & Bickford, Moorgate st.

DALTON, WILLIAM HENRY, Turham Hall, Lancs. Oct 31 Bell, King st., Covent garden.

DAWKINSON, WILLIAM, Gateshead, Licensed Victualler. Sept 19 Wilkinson & Marshall, Newcastle upon Tyne.

FISCH, HENRY WILLIAM, Balham, Grocer. Sept 18 Corneills, Balham.

GANDART, ERNEST, Nice, France. Sept 19 Austin & Austin, Union st.

GILL, CHARLES, Twickenham. Sept 6 Maddison, Old Jewry.

HALL, REV ANTHONY, MA, Mowley, Lancs. Sept 20 Bottomley & Son, Ashton under Lyne.

HARDING, THOMAS, Knowlton, Grier. Aug 31 Adam & Son, Oakham.

HARVEY, ELIZABETH SARAH, Tufnell park rd, Holloway. Oct 7 East, Basinghall st.

HARVEY, THOMAS PRICKARD, MD, St Leonard's on Sea. Sept 6 Davenport & Co, Hastings.

HEATHCOTE, ROBERT GEORGE, Gosport, Hants. Sept 1 Prior & Burley, Petersfield.

INGHAM, PETER, Bury, Licensed Victualler. Sept 18 Butcher & Barlow, Bury.

JOHNSON, ELIZABETH, Mercer's rd, Tufnell pk. Sept 10 Bell & Bell, Linden mans, Holloway.

JONES, EVAN, Llanllugan, Montgomery. Farmer Sept 16 Williams & Co, Newtown.

KERRAW, ANNE, Warrington, Licensed Victualler. Sept 17 Davies & Co, Warrington.

LARD, WILLIAM RICHARD, Newcastle upon Tyne, Painter. Sept 19 Wilkinson & Marshall, Newcastle upon Tyne.

LAVENDER, SARAH MATILDA, Stroud green. Sept 8 Finch & Turner, Cannon st.

LAWRENCE, HENRY ARNOLD, Harrington gdns, Merchant. Sept 30 Slaughter & May, Austin Friars.

MACDONALD, THOMAS, Essex st, Temple, Barrister at Law. Sept 29 Eggar, Brighton.

MILLERSON, THOMAS, Riddings, Derby, Moulder. Aug 30 Alcock, Mansfield.

O'BRIEN, FREDERICK HERBERT, P & O as Nubia. Sept 10 Budd & Co, Austin Friars.

POTTER, ELIZABETH, SARAH ANN POTTER, or MARY POTTER, Horsham. Sept 30 Crole & Madcock, Horsham.

POTTS, ELIZABETH ANNE, Wembley. Sept 1 J E & H Scott, King William st.

PROCTOR, MATTHEW, Beaton. Sept 19 Wilkinson & Marshall, Newcastle upon Tyne.

ROBERTS, ELIZABETH MARY LEOT, 804 Downen, Rhy, Flint. Sept 8 Griffith & Co, Dolgelly.

SARDILANDS, THE HON JAMES, Hertford. Sept 14 Miller & Co, Salter's Hall st.

SMITH, RICHARD, Cadogan sq. Nov 11 Cusliffe & Davenport, Chancery ln.

SMITH, JOHN BUTTER, Wolverhampton. Draper Sept 1 Hall & Co, Bileton.

SPENCER, ANDREW, Milnes, Cumberland. Sept 7 Butler & Son, Broughton in Furness.

STEVENSON, FRANCES, Regents Park rd. Sept 5 Rose & Co, Delahay st, Westminster.

SWALES, GEORGE THOMAS, Jarrow, Durham. Grocer Sept 19 Newlands & Newlands, Jarrow.

TOPPILL, MARK, Withersdale. Sept 8 Wells & Sons, South sq, Gray's Inn.

VERRO, CAROLINE, Parkstone, Dorset. Sept 5 Appleton, Leeds.

WHITE, ELIZABETH, Easton rd. Sept 5 Tippetts, Maiden ln.

WILSON, ANNE, Colwyn Bay. Sept 30 Duncan & Son, Liverpool.

London Gazette.—TUESDAY, AUG. 12.

BAILEY, WILLIAM EDWIN, Crimble Grange, Yorks. Weaver Aug 31 Freeman, Halthwaite.

CAUNT, JOHN WILLIAM, (West) Bridgford, Notts. Grocer Aug 30 Allen & Anderson, Nottingham.

CLARK, JOHN, Reading Sept 23 Witherington, Reading
COLGATE, WILLIAM KING, East Malling, Kent Oct 1 Frail & Co. Rochester
COKE, EDWARD, Birmingham, Architect Sept 15 Wood & Co. Birmingham
DIXON, WILLIAM, MARY DIXON, and THOMAS DIXON, Kingston, Hereford Sept 10
Temple & Philip. Kingston
FEAR, EMMA, Grindon House, Northumbria Sept 1 Sanderson & Weather-
head, Berwick upon Tweed
GALLOWAY, REBECCA, Daywater Oct 6 Mar. & Co. Chancery in
GOLD, THOMAS GREEN, Ross, Hereford Aug 20 Keary & Co. Chippenham, Wilts
GOUGE, ELIZABETH, Gt Yarmouth Aug 28 Burton & Son, Gt Yarmouth
HALL WILLIAM, Ludlow Station, Grafton, Somerset, Brewer Oct 8 O'Donoghue & Co,
Bristol
HARDCASTLE, CHARLES, Bardsley, Avenst Sept 9 Hornfield, Barnsley
HEMIDON, ANN, Hartow Sept 5 Fibot & Stephens, New st. Lincoln's inn
HET, REV JOHN, Kington Oct 1 Leesmith & Munby, Gt Swan alley. Moorgate st
HODGKINSON, JOSEPH MALCOLM, Birmingham, Railway Agent Oct 1 Mason & Son,
Birmingham
HOBKIDGE, JANE, Hartow on the Hill Sept 20 Freeman & Son, Foster in, Chesapeake

JOHNSTON, MATILDA, Bath Sept 20 Chesterman, Bath
KENNEDY, SARAH, Herbert st. Stockport Sept 12 Sanden & Co. Gracechurch st
LEIGH, GEORGE EDWARD, Stockport, Sp rit Merchant Aug 28 Potts, Stockport
LEIGH, GEORGE, Wadbury, Worcester Sept 7 Lane & Co. Birmingham
RADCLIFFE, HENRY, Rochdale, Ironmonger Aug 30 Wiles & Thomson, Rochdale
ROSTILL, SAMUEL, Johore, Punjab, India, Sergeant Major Sept 11 Maddison, Old
Jewry
SAXON, JAMES, Bailey, Yorks, Oil Extractor Oct 1 Brearley, Bailey
SMART, FREDERICK, Vienna Oct 1 Thorowgood & Co. Copthall st
STEVENS, JAMES, Stoke Brodchalks, Wilts Sept 1 Smith, Salisbury
TANNER, GEORGE JOHN, Bromley, Builder Sept 15 Marsh, Fenchurch st
WEDWOOD, EDELL, Putney Sept 13 Diffe & Co, Bedford row
WHITE, A. A., Courtwallter, Regent's Park Oct 1 Wootton & Son, Finsbury circus
WHITTELL, JOHN JAMES, Nottingham, Beerhouse Keeper Sept 10 Warren & Allen,
Nottingham
WHITTELL, MARY ANN, Nottingham Sept 10 Warren & Allen, Nottingham
WILLIAMS, WILLIAM, Bryndari, Eglwyswre, Pembroke Sept 29 George & Co,
Cardigan

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Aug. 15.

RECEIVING ORDERS.

BENEDICT, SAMUEL, Leeds, Tailor Leeds Pet Aug 11 Ord
Aug 11
BRUCE, THOMAS, & Co, Stratford Packing Case Makers High
Court Pet July 29 Ord Aug 11
CARTER, BENJAMIN CHARLES, Hounslow, Watchmaker
Brentford Pet Aug 8 Ord Aug 8
CLARK, JOHN FREDERICK, Gt Grimsby, Clerk Gt Grimsby
Pet Aug 12 Ord Aug 12
EVANS, EVAN OSWALD, East Ham, Essex, China Dealer
High Court Pet Aug 18 Ord Aug 12
EVANS, JOHN, Llangollen, Denbigh, Joiner Wrexham Pet
Aug 13 Ord Aug 13
FLACK, CHARLES WILLIAM, Chesterton, Music Seller
Cambridge Pet Aug 12 Ord Aug 12
FOSTER, REGINALD LE NEVE, Redbury, Cheshire, Chemical
Manufacturer Stockport Pet July 29 Ord Aug 11
FRIEND, DANIEL BURCHELL, Brighton, Bookseller Brighton
Pet Aug 11 Ord Aug 11
FULLYLOVE, WILLIAM SPENCER, Blackheath, Rowley
Regis, Chemist Dudley Pet Aug 13 Ord Aug 13
GERMON, WILLIAM, Goring st, Merchant High Court
Pet July 10 Ord Aug 11
GLEAVE, SAMUEL, Rochdale, Provision Merchant Man-
chester Pet Aug 8 Ord Aug 8
HORTON, JAMES, Luton, Bleacher Luton Pet Aug 13
Ord Aug 13
ISOLIS, WILLIAM HUTTON, Vicarage gdns, Kensington,
Commission Agent High Court Pet Aug 11 Ord
Aug 11
KAPLAN, JOSEPH, Broadway, Westminster High Court
Pet June 25 Pet Aug 8
LEWIS, STANLEY, Wells, Somerset, Sausage Manufacturer
Wells Pet Aug 2 Ord Aug 12
LYD, ROBERT, Rhyll, Flint, Confectioner Bangor Pet
Aug 13 Ord Aug 13
MINCHIN, WILLIAM, Drybrook, Glos, Grocer Gloucester
Pet Aug 11 Ord Aug 11
MOONEY, ERNEST HOPKINS, Taddington, Draper Kingdon,
suey Pet Aug 13 Ord Aug 13
NEUBAUER, HENRY, Hammesmith, Decorator High Court
Ord Aug 2
PENNY, JOHN TARRANT, Kintbury, Berks, Butcher's
Manager Newbury Pet Aug 8 Ord Aug 8
PRATT, WILLIAM FRANCIS, Dewsbury, Confectioner Dew-
sbury Pet Aug 12 Ord Aug 12
ROBINSON, TOM, Castleford, Yorks, Earthenware Manufac-
turer Wakefield Pet Aug 13 Ord Aug 13
RODER, FREDERICK JOHN, Madeley, Salop, Innkeeper
Madeley Pet Aug 11 Ord Aug 11
ROTHWELL, VINCENT HAROLD, Waterfoot, Lancs, Grocer
Rochdale Pet Aug 13 Ord Aug 13
SHADOLT, JOHN, Luton, Grocer Luton Pet Aug 11 Ord
Aug 11
SILVERSTEY, ANN ELIZABETH, Birmingham, Tobacconist
Birmingham Pet Aug 13 Ord Aug 12
SIMPSON, CHARLES, Leeds, Pork Butcher Leeds Pet Aug
8 Ord Aug 8
SMITH, JOSEPH FRANCIS, Walsall, Bricklayer Walsall Pet
Aug 7 Ord Aug 7
SMITH, WILLIAM, and WILLIAM STANLEY FENTON,
Salham Wandsworth Pet July 16 Ord Aug 12
SPERLING, L, Manchester, Merchant Manchester Pet
July 29 Ord Aug 11
WALKER, FRANCIS HENRY, Burnley Burnley Pet Aug
13 Ord Aug 13
WILLIAMS, KENDRICK, Bolton, Cabinet Maker Bolton
Pet Aug 11 Ord Aug 11
WORTHINGTON, JOHN FREDERICK, and GERALD NUTTALL,
Hanley, Electrical Engineers Manley Pet Aug 1
Ord Aug 11

Amended notice substituted for that published in the
London Gazette of Aug 12:

DAUNCEY, RICHARD, Wotton under Edge, Glos, Solicitor
Gloucester Pet July 23 Ord Aug 7

FIRST MEETINGS.

ALLAN, JOHN, Scarborough, Coal Dealer Aug 22 at 12
74, Newborough, Scarborough
BAILEY, WALTER, Watford, Hertford, Builder Aug 22 at
12 Off Rec, 24, Temple chambers, Temple av
BENEDICT, SAMUEL, Leeds, Tailor Aug 22 at 11 Off Rec,
22, Park row, Leeds
BROWN, HERBERT, Chorley, Fruit Salesman Sept 8 at 12
Off Rec, 17, Hirstford at, Coventry
BRUCE, THOMAS & Co, Stratford, Packing Case Makers Aug
23 at 12 Bankruptcy bldgs, Carey st
CHAPMAN, WILLIAM, Mansfield, Notts, General Dealer Aug
22 at 12 Off Rec, 4, Castle pl, Park at Nottingham
COE, THOMAS HORACE, Mickover, Derby, Builder Aug
22 at 12 Off Rec, 47, Mill st, Derby

HAMAN, JOSEPH, Scarborough, Greenroofer Aug 22 at 11
74, Newborough, Scarborough
FERGUSON, DANIEL, Islington, Builder Aug 25 at 12
Bankruptcy bldgs, Carey st
GOBEL, FRANK, Lower Clapton, Hairdresser Aug 25 at 11
Bankruptcy bldgs, Carey st
GOFF, EDWARD SIMPSON, Littlehampton, Nurseryman Aug
22 at 12 Off Rec, 4, Pavilion bldgs, Brighton
GURTON, FRANK, Corbyn st, Harnsey rd, Wardrobe Dealer
Aug 27 at 11 Bankruptcy bldgs, Carey st
HALL, JOSHUA, Hyde, Cheshire, Builder Aug 22 at 3 Off
Rec, Byron st, Manchester
HAWORTH, DAVID, Burnley, Clothlooker Aug 22 at 11
Court house, Burnley
HERBERT, JOHN, Lutterworth, Leicester, Bricklayer Aug
22 at 12 30 Off Rec, 1, Berridge rd, Leicester
HODGMAN, JOSEPH THOMAS, Lowestoft, Smackowner Aug
22 at 2 45 Suffolk st, Lowestoft, Suffolk
KEEPING, JOHN HENRY, Blackfriars rd, Greenroofer Aug
27 at 12 Bankruptcy bldgs, Carey st
KIDD, JOHN LEONARD, Kingston upon Hull Bookkeeper
Aug 22 at 11 Off Rec, Trinity House in, Hull
MCINTOSH DE MORTIMER, Chancery in, Solicitor Aug 28 at
11 Bankruptcy bldgs, Carey st
MARSHALL, HERBERT WILLIAM, Kingston upon Hull, Cork
Manufacturer Aug 22 at 11 Off Rec, Trinity House
in, Hull
MORRIS, JOHN, Aberdare, Collier Aug 22 at 2 135, High st,
Merthyr Tydfil
PILLING, JOHN ROBERT, Arundel st, Strand Aug 22 at 1
Bankruptcy bldgs, Carey st
ROURKE, OWEN, JOHN ROURKE, and THOMAS ROURKE,
Manchester, Confectioners Aug 21 at 2 30 Off Rec,
Byrom st, Manchester
SCHOFIELD, ELKANOR, Nottingham, Boot Maker Aug 22 at
11 Off Rec, Castle pl, Park st, Nottingham
SIMPSON, CHARLES, Leeds, Pork Butcher Aug 25 at 11 Off
Rec, 22, Park row, Leeds
SKERFELHORN, SIDNEY GEORGE, Clerkenwell, Beer Retailer
Aug 25 at 12 Bankruptcy bldgs, Carey st
SMITH, DENNIS, Elid, East stonehouse, Cycle Maker Aug
22 at 11 6, Atherton ter, Plymouth
SPERLING, L, Manchester, Merchant Aug 22 at 3 30 Off
Rec, Byron st, Manchester
TAYLOR, PIERRE HUGON, Hove, Lodging house Keeper
Aug 22 at 11 50 Off Rec, 4, Pavilion bldgs, Brighton
WADE, WILLIAM JOHN, Ipswich, Blacksmith Aug 22 at 2
Off Rec, 36, Princess st, Ipswich
WEINBERG, JOSEPH, Longton, Clothier Aug 25 at 12 Off
Rec, Newcastle under Lym
WILLIAMS, KENDRICK, Bolton, Cabinet Maker Aug 25 at 3
10, Exchange st, Bolton
WOOTTON, ALBERT THOMAS, West Bridgford, Notts,
Laundry Manager Aug 22 at 11 30 Off Rec, 4, Castle
pl, Park st, Nottingham

ADJUDICATIONS.

BENEDICT, SAMUEL, Leeds, Tailor Leeds Pet Aug 11
Ord Aug 11
BENTIN, the Hon C E Jermyn st, St James High Court
Pet May 28 Ord Aug 11
BISHOP, WILLIAM FARMER, Amsley, Builder High Court
Pet July 4 Ord Aug 11
CARTER, BENJAMIN CHARLES, Hounslow, Watchmaker
Brentford Pet Aug 8 Ord Aug 8
CLARK, JOHN FREDERICK, Gt Grimsby, Clerk G. Grimsby
Pet Aug 12 Ord Aug 12
COHEN, ZADA, Pontonville, Draper High Court Pet
Ord July 2 Ord Aug 13
COUTYBUST, FREDERICK CHARLES, Derby, Architect
Derby Pet July 7 Ord Aug 11
DAUNCEY, RICHARD, Wotton under Edge, Glos, Solicitor
Gloucester Pet July 23 Ord Aug 13
EVANS, EVAN OSWALD, East Ham, China Dealer High
Court Pet Aug 12 Ord Aug 12
EVANS, JOHN, Llangollen, Denbigh, Joiner Wrexham Pet
Aug 13 Ord Aug 13
FERGUSON, DANIEL, Islington, Builder High Court Pet
Jan 8 Ord Aug 13
FLACK, CHARLES WILLIAM, Chesterton, Cambs, Music Seller
Cam ridge Pet Aug 12 Ord Aug 13
FRIEND, DANIEL BURCHELL, Brighton, Bookseller Brighton
Pet Aug 11 Ord Aug 11
FULLYLOVE, WILLIAM SPENCER, Blackheath, Rowley
Regis, Staffs, Chemist Dudley Pet Aug 13 Ord
Aug 13
GLEAVE, SAMUEL, Rochdale, Provision Merchant Man-
chester Pet Aug 8 Ord Aug 8
GOFF, EDWARD SIMPSON, Littlehampton, Nurseryman
Brighton Pet June 20 Ord Aug 13
HORTON, JAMES, Luton, Bleacher Luton Pet Aug 13
Ord Aug 13
LYD, ROBERT, Rhyll, Flint, Confectioner Bangor Pet
Aug 13 Ord Aug 13
MOONEY, ERNEST HOPKINS, Taddington, Draper Kingdon,
Surrey Pet Aug 13 Ord Aug 13

PRATT, WILLIAM FRANCIS, Dewsbury, Confectioner Dew-
sbury Pet Aug 13 Ord Aug 12
ROBINSON, TOM, Allerton Bywater, Castleford, Yorks,
Earthenware Manufacturer Wakefield Pet Aug 13
Ord Aug 13
RODER, FREDERICK JOHN, Madeley, Salop, Innkeeper
Madeley Pet Aug 11 Ord Aug 12
SILVERSTEY, ANN ELIZABETH, Small Heath, Birmingham,
Tobacconist Birmingham Pet Aug 13 Ord Aug 13
SIMPSON, CHARLES, Leeds, Pork Butcher Leeds Pet Aug
8 Ord Aug 8
SMITH, JOSEPH FRANCIS, Walsall, Bricklayer Walsall Pet
Aug 7 Ord Aug 7
THOMPSON, MARCELLUS, Grange over Sands, Lancs Con-
tractor Bawton in Furness Pet July 11 Ord Aug 8
TONGE, THOMAS WALTON, Whitby, Lancs, Shipping
Merchant Manchester Pet July 28 Ord Aug 11
WILLIAMS, KENDRICK, Bolton, Cabinet Maker Bolton
Pet Aug 11 Ord Aug 11
WILLOUGHBY, DILLON CLARENCE, Piccadilly, Motor Car
Dealer High Court Pet April 2 Ord Aug 11

ADJUDICATION ANNULLED AND RECEIVING
ORDER DISCHARGED.

HOLLANDER, CLIFFORD FREDERICK, Gidea Hall, Romford,
Essex, Gent Chalmersford adjud June 9 Rec May 25
Duc and Annui July 9

London Gazette.—TUESDAY, Aug. 12.

RECEIVING ORDERS.

ATKINSON, FREDERICK WILLIAM, Epsomhill, Bedford,
Botanical Beer Manufacturer Bedford Pet Aug 15
Ord Aug 15
BELL, FREDERICK, Raabon, Denbigh, Tobacconist Wrex-
ham Pet July 30 Ord Aug 15
BLAKE, J, Duke st, St James's High Court Pet Jan 11
Ord April 15
BRANNET, JAMES, Merton Colliery, Durham, Miner Sunder-
land Pet Aug 14 Ord Aug 15
BURDWOOD, ROBERT, Auctioneer Croydon Pet April 15 Ord
Aug 15
CLARK, GEORGE, Sauter Plumber Croydon Pet Aug 15
Ord Aug 15
CLARK, WILLIAM, Darlington, Horse Dealer Stockton on
Tees Pet Aug 14 Ord Aug 14
CROWTHER, JOHN DENNY, Bailey, Yorks, Water Pipe Layer
Dewsbury Pet Aug 15 Ord Aug 15
CURTIS, GEORGE WILLIAM ROBERT, Rochester, Saddler
High Court Pet Aug 15 Ord Aug 15
DAVIES, THOMAS GLENNON, Ton Pentre, Glam, Tailor
Pontypridd Pet Aug 15 Ord Aug 15
DAYTON, WILLIAM and WILLIAM DAYTON, jun, Darling-
ton, Paints Stockton on Tees Pet Aug 14 Ord
Aug 14
DUNCE, EDWARD, Frenham, Surrey, Paints Guildford
Pet Aug 15 Ord Aug 15
ELMES, MAURICE, Bath Bath Pet Aug 16 Ord Aug 15
FRICKER, EUSTACE GIBBS, Bath, Grocer Bath Pet Aug 14
Ord Aug 14
GEORGE, JAMES, Puth, Glam, Collier Pontypridd Pet
Aug 11 Ord Aug 11
HARVEY RAE, RICHARD, New Broad st, Shipping Merchant
High Court Pet July 17 Ord Aug 15
HICKS, ALBERT CHRISTOPHER DAWES, Bathill, Architect
Hastings Pet Aug 16 Ord Aug 16
HORN, WALTER EDWARD, Hove Brighton Pet July 30
Ord Aug 15
HUNTER, WILLIAM MILLER, South Shields, Boot Dealer
Newcastle on Tyne Pet Aug 14 Ord Aug 14
JACOB, LESLIE RAPINSKY, Lancaster, gale, Merchant
High Court Pet March 17 Ord Aug 15
JAMES, WILLIAM ANTHONY, and ROBERT F KNIGHT, Ponty-
pridd, Grocers Pontypridd Pet Aug 15 Ord Aug 13
JOHNSON, HERBERT HANDEL, Fleetwood, Lancs, Piano
Tuner Preston Pet Aug 14 Ord Aug 14
JONES, THOMAS, Spilly, Lancs, Tailor Boston Pet Aug
14 Ord Aug 14
JONES, WILLIAM, ATHURST, Beaufort, Brockwood,
Newspaper Proprietor Pet Aug 15 Ord Aug 15
KEES, WILLIAM VOLNEY, Croydon, Decorator Croydon
Pet July 19 Ord Aug 15
LANCASTER, WILLIAM GEORGE, Chesterfield, Chemist
Chesterfield Pet Aug 15 Ord Aug 15
NORMIS, GEORGE FENNY, Plymouth, Oil Dealer Plymouth
Pet July 29 Ord Aug 15
RADFORD, CATHERINE, Salford, Toy Dealer Salford Pet
Aug 15 Ord Aug 14
RISSEN, GEORGE JOSEPH, Beckingham, Baker Croydon
Pet Aug 14 Ord Aug 14
SMITH, CHARLES SANDS, Newark, Notts, Licensed Vintner
Nottingham Pet Aug 15 Ord Aug 15
SPRINGTHORPE, ALBERT, Leicester, Greenroofer Leicester
Pet Aug 14 Ord Aug 14
STRONG, GEORGE, Walsley Village, Cheshire, Butcher
Birkenhead Pet Aug 14 Ord Aug 11

TAYLOR, HENRY, Staincliffe, Batley, Yorks Dewsbury
Pet Aug 16 Ord Aug 16
THIRKELL, HOWARD, Liverpool, Metal Merchant Liverpool
Pet July 29 Ord Aug 16
WATHERS, S W, Croydon, Commission Agent High Court
Pet July 24 Ord Aug 14
WILKINSON, JAMES, Burton, Westmorland, Solicitor's Clerk
Kendal Pet July 26 Ord Aug 16
WILLIAMS, WILLIAM, Tintern, Mon, Grocer Newport, Mon
Pet Aug 15 Ord Aug 15

FIRST MEETINGS.

ATKINSON, FREDERICK WILLIAM, Ecclehill, Bradford,
Botanical Beer Manufacturer Aug 27 at 11 Off Rec,
31, Manor row, Bradford
BLACKMORE, HAROLD, Bookley, I of W Sept 1 at 2.30 Off
Rec, 19, Quay st, Newport, I of W
BLAKE, J, Duke st, St James's Aug 27 at 12 Bankruptcy
Bldg, Carey st
BLYTHMAN, THOMAS, Durham, Drug Store Proprietor Aug
16 at 11.15 The Three Tuns Hotel, Durham
BROWE, JOSEPH, Handsworth, Jeweller Aug 28 at 12 174,
Corporation st, Birmingham
CARTER, SAMUEL, Oldham, Butcher Aug 26 at 11 Off Rec,
Greaves st, Oldham
CLARK, JOHN, FREDERICK, St Grimaby, Clerk Aug 26 at 11
Off Rec, 15, Ochome st, St Grimaby
CLARK, WILLIAM, Darlington, Horse Dealer Aug 27 at 3
Off Rec, 8, Albert rd, Middlebrough
CLARK, WILLIAM, Coventry, Baker's Assistant Aug 27
at 11 174, Corporation st, Birmingham
CORBETT, FREDERICK, Worcester, Solicitor Aug 26 at 11
45, Copenhagen st, Worcester
CROWTHER, JOHN HENRY, Batley, Yorks, Water Pipe
Layer Aug 28 at 3 Off Rec, Bank chambers, Batley
CURTIS, GEORGE WILLIAM ROBERT, Rochester, Saddler
Aug 29 at 12 Bankruptcy bldg, Carey st
DAWKET, RICHARD, Wotton under edge, Glas, Solicitor
Aug 26 at 12 Off Rec, Station rd, Gloucester
DAVISON, WILLIAM, and WILLIAM DAVISON, jun, Darlington,
Painters Aug 27 at 3 Off Rec, 8, Albert rd, Middle-
brough
EVANS, EVAN OSWALD, East Ham, China Dealer Aug 27
at 11 Bankruptcy bldg, Carey st
FOSTER, REGINALD LE NEVE, Bradbury, Chester, Chemical
Manufacturer Aug 27 at 11 Off Rec, County chambers,
Market pl, Stockport
FRICKER, EUSTACE GIBBS, Bath, Grocer Aug 27 at 11.45
Off Rec, 26, Baldwin st, Bristol
FRIEND, DANIEL BURCHELL, Brighton, Bookseller Aug 26
at 11.30 Off Rec, 24, Railway app, London Bridge
GLAYNE, SAMUEL, Manchester, Provision Merchant Aug
26 at 11 Off Rec, Byrom st, Manchester
GRAY, WILLIAM MACINTOSH, Cannon st, Company Promoter
Aug 29 at 11 Bankruptcy bldg, Carey st
GRAYNE, CHARLES HENRY, Southpool, Lancs, Painter Aug
27 at 12 Off Rec, 35, Victoria st, Liverpool
GUT, LEONARD, Pentonville rd Aug 29 at 12 Bankruptcy
bldg, Carey st
HUTCHINSON, ROBERT NEWTON, Grindelford, Derby,
Brewer's Manager Aug 23 at 12 Off Rec, Figue in,
Sheffield
JOHN, SAMUEL COUCH, Reading, Architect Aug 26 at 1
Queen's Hotel, Reading
LAWSON, FREDERICK CROWEELL, Birmingham, Baker Aug
26 at 11 174, Corporation st, Birmingham
LEWIS, STANLEY, Walls, Somerset, Sausage Manufacturer
Aug 27 at 11 Off Rec, 26, Baldwin st, Bristol
LESTER, JAMES BAKER, Oldham, Grocer Aug 26 at 12 Off
Rec, Greaves st, Oldham
MERCEY, DENNY WATSON, Swindon, Newagent Aug 29 at
11 Off Rec, 26, Regent circus, Swindon
MINCHIN, WILLIAM, Drybrook, Glas, Grocer Aug 26 at 2.15
Bell Hotel, Gloucester
MONK, ALBERT FRANK, Swindon, Professor of Music Aug
29 at 11 Off Rec, 26, Regent circus, Swindon
PRATT, WILLIAM FRANCIS, Dewsbury, Confectioner Aug
26 at 11 Off Rec, Bank chambers, Batley
ROBINSON, TOM, Cusidford, Yorks, Sarcenware Manu-
facturer Aug 27 at 11 Off Rec, 6, Bond terr, Wakefield
RYMER, JOSEPH, Kingston on Thames Aug 27 at 11.30
24, Railway app, London Bridge
SHADWOLT, JOHN, Luton, Grocer Aug 26 at 12 Off Rec,
Bridge st, Northampton
SMITH, JOSEPH FRANCIS, Walsall, Bricklayer Aug 26 at 11
Off Rec, Wolverhampton
TAYLOR, BENJAMIN WILLIAM, Farningley, Notts, Farmer
Aug 26 at 12.30 Off Rec, Figue in, Sheffield
TAYLOR, HENRY, Batley, Yorks Aug 26 at 4 Off Rec,
Bank chambers, Batley
THORNE, PETER, Parnock, Glas Aug 29 at 12 Off Rec,
17, St Mary st, Cardiff
TRENDLELL, JAMES, Crowthorne, Berks, Builder Aug 26 at
12 Queen's Hotel, Reading
VERRELL, WALTER OSCAR, Northampton, Coach Builder
Aug 26 at 11.30 Off Rec, Bridge st, Northampton
WATHERS, S W, Woodside, Croydon, Commission Agent
Aug 29 at 12 Bankruptcy bldg, Carey st

ADJUDICATION.

ATKINSON, FREDERICK WILLIAM, Ecclehill, Bradford,
Botanical Beer Manufacturer Bradford Pet Aug 15
Ord Aug 15
BROOME, JOSEPH PHILIPS, Hyde, Chester, Civil Engineer
Addition under Lys Pet July 19 Ord Aug 13
BLACKMORE, HAROLD, Bookley, I of W Hyde Pet July 11
Ord Aug 15
BRADFORD, JAMES, Merton Colliery, Durham, Miner
Sunderland Pet Aug 14 Ord Aug 14
CLARK, WILLIAM, Darlington, Horse Dealer Stockton on
Tees Pet Aug 14 Ord Aug 14
CROWTHER, JOHN HENRY, Batley, Yorks, Water Pipe Layer
Dewsbury Pet Aug 15 Ord Aug 15
CURTIS, GEORGE WILLIAM ROBERT, Rochester, Saddler
High Court Pet Aug 16 Ord Aug 16
DAVISON, WILLIAM and WILLIAM DAVISON, jun, Darlington,
Painters Stockton on Tees Pet Aug 14 Ord Aug 14
EVANS, EVAN OSWALD, East Ham, China Dealer Aug 27
at 11 Bankruptcy bldg, Carey st
FRICKER, EUSTACE GIBBS, Bath, Grocer Bath Pet Aug 16
Ord Aug 16
HICKS, ALBERT CHRISTOPHER DAWES, Bezhill, Architect
Hastings Pet Aug 16 Ord Aug 16
HUTCHER, WILLIAM MILLER, South Shields, Boot Dealer
Newcastle on Tyne Pet Aug 14 Ord Aug 16
HUTCHINSON, ROBERT NEWTON, Grindelford, Derby,
Brewer's Manager Sheffield Pet July 9 Ord Aug 16
JAMES, WILLIAM ABEURNE, and ROBERT T. KNIGHT,
Pontypridd, Grocers Pontypridd Pet Aug 13 Ord
Aug 13
JOHNSON, HERBERT HANDEL, Fleetwood, Lancs, Piano
Tuner Preston Pet Aug 14 Ord Aug 14
JONES, THOMAS, Spilsby, Lincs, Tailor Boston Pet Aug 14
Ord Aug 14
JONES, WILLIAM ARTHUR, Beaumont, Bracknock, Newagent
Trefegart Pet Aug 15 Ord Aug 15
KEPPEL, GEORGE THOMAS, Torquay, Solicitor Exeter Pet
July 12 Ord Aug 15
KILGOUR, ROBERT BLACKWOOD, Liverpool, Timber Merchant
Liverpool Pet July 2 Ord Aug 14
LANCASTER, WILLIAM GEORGE, Chesterfield, Chemist
Chesterfield Pet Aug 16 Ord Aug 16
NEUBAUM, HENRY, Hammersmith, Decorator High Court
Ord Aug 16
NEWMAN, WILLIAM, Birmingham, Hardware Merchant
Birmingham Pet July 17 Ord Aug 16
PENNINGTON, VINCENT SPENCER, Liverpool, Jeweller
Liverpool Pet July 28 Ord Aug 13
PENNY, JOHN TARRANT, Kintbury, Berks, Butcher's
Manager Newbury Pet Aug 8 Ord Aug 15
RADFORD, CATHERINE, Salford, Toy Dealer Salford Pet
Aug 14 Ord Aug 14
RIBBINS, GEORGE JOSEPH, Beckenham, Baker Croydon
Pet Aug 14 Ord Aug 14
SALMON, ROBERT HENRY, and ROBERT HENRY SALMON, jun,
and STANLEY RICHARD SALMON, Fincham st, Ips
Merchandise High Court Pet July 9 Ord Aug 14
SHADWOLT, JOHN, Luton, Grocer Luton Pet Aug 11 Ord
Aug 14
SHAW, HERBERT AMBER, Blackpool, Tailor Preston Pet
July 21 Ord Aug 13
SMITH, CHARLES SANDS, Newark, Notts, Licensed Victualler
Nottingham Pet Aug 15 Ord Aug 15

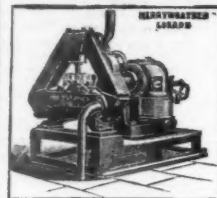
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DAVISON, WILLIAM, and WILLIAM DAVISON, jun, Darlington,
Painters Stockton on Tees Pet Aug 14 Ord
Aug 14
EVANS, EVAN OSWALD, East Ham, China Dealer Aug 27
at 11 Bankruptcy bldg, Carey st
FRICKER, EUSTACE GIBBS, Bath, Grocer Bath Pet Aug 16
Ord Aug 16
HICKS, ALBERT CHRISTOPHER DAWES, Bezhill, Architect
Hastings Pet Aug 16 Ord Aug 16
HUTCHER, WILLIAM MILLER, South Shields, Boot Dealer
Newcastle on Tyne Pet Aug 14 Ord Aug 16
HUTCHINSON, ROBERT NEWTON, Grindelford, Derby,
Brewer's Manager Sheffield Pet July 9 Ord Aug 16
JAMES, WILLIAM ABEURNE, and ROBERT T. KNIGHT,
Pontypridd, Grocers Pontypridd Pet Aug 13 Ord
Aug 13
JOHNSON, HERBERT HANDEL, Fleetwood, Lancs, Piano
Tuner Preston Pet Aug 14 Ord Aug 14
JONES, THOMAS, Spilsby, Lincs, Tailor Boston Pet Aug 14
Ord Aug 14
JONES, WILLIAM ARTHUR, Beaumont, Bracknock, Newagent
Trefegart Pet Aug 15 Ord Aug 15
KEPPEL, GEORGE THOMAS, Torquay, Solicitor Exeter Pet
July 12 Ord Aug 15
KILGOUR, ROBERT BLACKWOOD, Liverpool, Timber Merchant
Liverpool Pet July 2 Ord Aug 14
LANCASTER, WILLIAM GEORGE, Chesterfield, Chemist
Chesterfield Pet Aug 16 Ord Aug 16
NEUBAUM, HENRY, Hammersmith, Decorator High Court
Ord Aug 16
NEWMAN, WILLIAM, Birmingham, Hardware Merchant
Birmingham Pet July 17 Ord Aug 16
PENNINGTON, VINCENT SPENCER, Liverpool, Jeweller
Liverpool Pet July 28 Ord Aug 13
PENNY, JOHN TARRANT, Kintbury, Berks, Butcher's
Manager Newbury Pet Aug 8 Ord Aug 15
RADFORD, CATHERINE, Salford, Toy Dealer Salford Pet
Aug 14 Ord Aug 14
RIBBINS, GEORGE JOSEPH, Beckenham, Baker Croydon
Pet Aug 14 Ord Aug 14
SALMON, ROBERT HENRY, and ROBERT HENRY SALMON, jun,
and STANLEY RICHARD SALMON, Fincham st, Ips
Merchandise High Court Pet July 9 Ord Aug 14
SHADWOLT, JOHN, Luton, Grocer Luton Pet Aug 11 Ord
Aug 14
SHAW, HERBERT AMBER, Blackpool, Tailor Preston Pet
July 21 Ord Aug 13
SMITH, CHARLES SANDS, Newark, Notts, Licensed Victualler
Nottingham Pet Aug 15 Ord Aug 15

SPRINGTHORPE, ALBERT, Leicester, Greengrocer Leicester
Pet Aug 14 Ord Aug 14
STOCKLEY, ELLER, St Leonard's on Sea Hastings Pet
July 2 Ord July 22
STRONG, GEORGE, Wallasey Village, Cheshire, Butcher
Birkenhead Pet Aug 14 Ord Aug 14
TAYLOR, HENRY, Batley, Yorks Dewsbury Pet Aug 16
Ord Aug 16
THOMASON, FREDERICK, Moreton Pinkney, Northampton,
Farmer Banbury Pet July 9 Ord Aug 14
THRAHER, WILLIAM SARGENT, Coventry Coventry Ord
Aug 12
WALKER, FRANCIS HENRY, Bursley, Herb Beer Manu-
facturer's Canvaser Burnley Pet Aug 13 Ord
Aug 13
WILLIAMS, WILLIAM, Tintern, Mon, Grocer Newport,
Mon Pet Aug 15 Ord Aug 15
WOODWARD, JEREMIAH JOHN, Ramsgate, Greengrocer
Canterbury Pet July 17 Ord Aug 12

ADJUDICATIONS ANNULLED.

SAWARY-COOKSON, ERNEST EDWARD, Aldford st, South
Ardley st, Gent High Court Adjud Nov 22, 1901
Annul Aug 1, 1902
BUSHPORTH, MATTHEW, Bingley, Yorks, Worstad Spinner's
Manager Bradford Adjud July 11, 1901 Annul Aug
14, 1902

Will be Published on Nov. 1st.

THE

Weekly Reporter
Digest

OF ALL THE

CASES DECIDED IN

THE SUPREME COURT

OF JUDICATURE;

WITH

Appeals to the House of Lords
and Privy Council;FROM THE 24th OF OCTOBER, 1901, TO
THE 12th OF AUGUST, 1902.

LONDON:

27, CHANCERY LANE, W.C.